

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Technical Services Agreement as of the Effective Date.

Fox Sports Net Rocky Mountain, LLC

By: _____
Name: _____
Title: _____

Fox Sports Net Pittsburgh, LLC

By: _____
Name: _____
Title: _____

Fox Sports Net Northwest, LLC

By: _____
Name: _____
Title: _____

Fox Sports Net Inc.

By: _____
Name: _____
Title: _____

*** Slip Sheet ***

EXHIBIT D

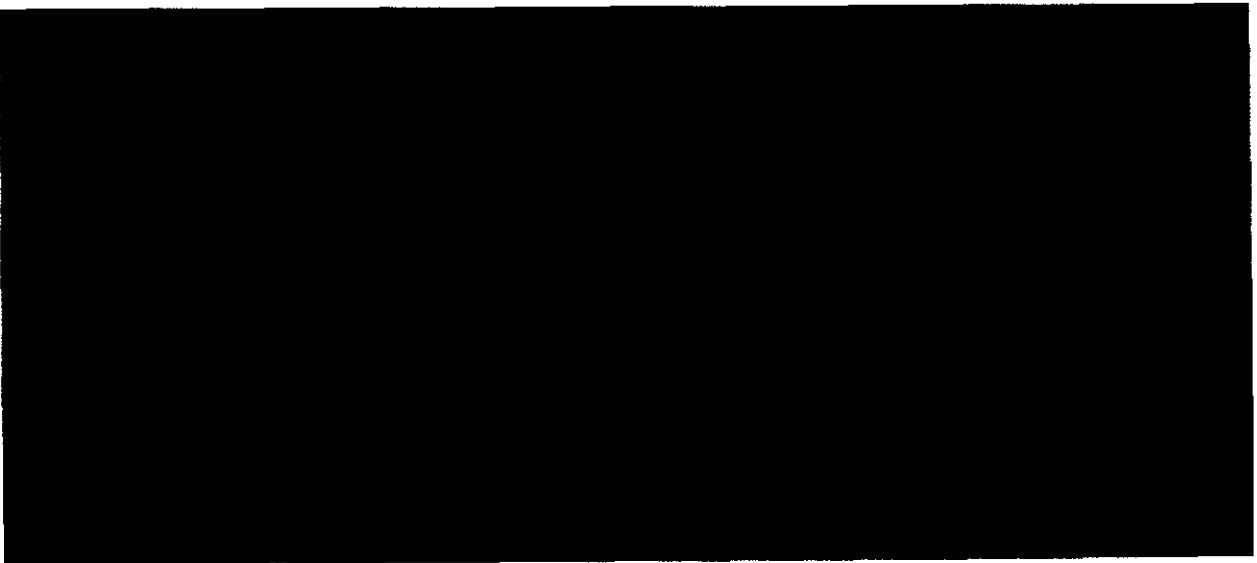
FORM OF TRANSITIONAL SERVICES AGREEMENT FOR [IDENTIFY RSN]

This TRANSITIONAL SERVICES AGREEMENT (the "**Agreement**") dated as of the ____ day of _____, 2007 (the "**Effective Date**"), is made by and between [] a Delaware limited liability company ("**Transferred Subsidiary**") which operates the regional sports network known as "FSN [identify RSN] (the "**Network**"), and Fox Sports Net, Inc., a Delaware corporation ("**Fox**").

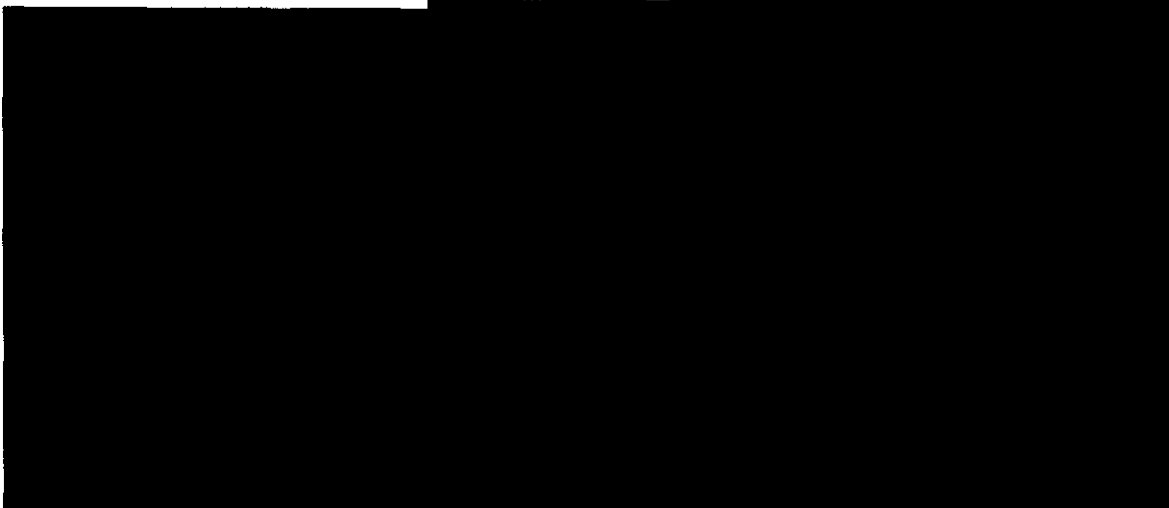
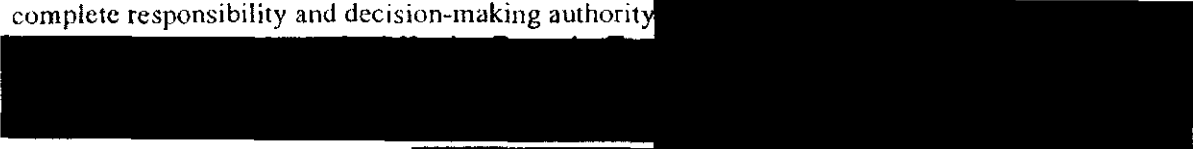
The parties hereby agree as follows:

1. **Services; Categories of Services.** Upon the terms and subject to the conditions set forth in this Agreement, the Transferred Subsidiary hereby engages Fox to provide and Fox hereby agrees to provide to the Transferred Subsidiary, the following services (collectively, the "**Services**," and the group of Services described in each lettered paragraph below, a "**Category of Services**"). Each of the Services provided hereunder shall be provided by Fox at a level and quality no less favorable to the Transferred Subsidiary than the corresponding Services provided generally to the regional sports networks directly or indirectly owned and operated by Fox (as defined below) (the "**Fox RSNs**"). Fox shall not at any time be required to provide Services to the Transferred Subsidiary in any manner or through means different from the manner and through the means such Services are then provided generally to Fox RSNs without Fox's prior written consent.

(a) **Basic Services.** Fox shall perform the basic support services set forth in Parts (i), (ii) and (iii) of this Section 1(a) (collectively, "**Basic Services**") for the Transferred Subsidiary:




It is expressly understood and agreed by the parties that Designated Management shall have complete responsibility and decision-making authority

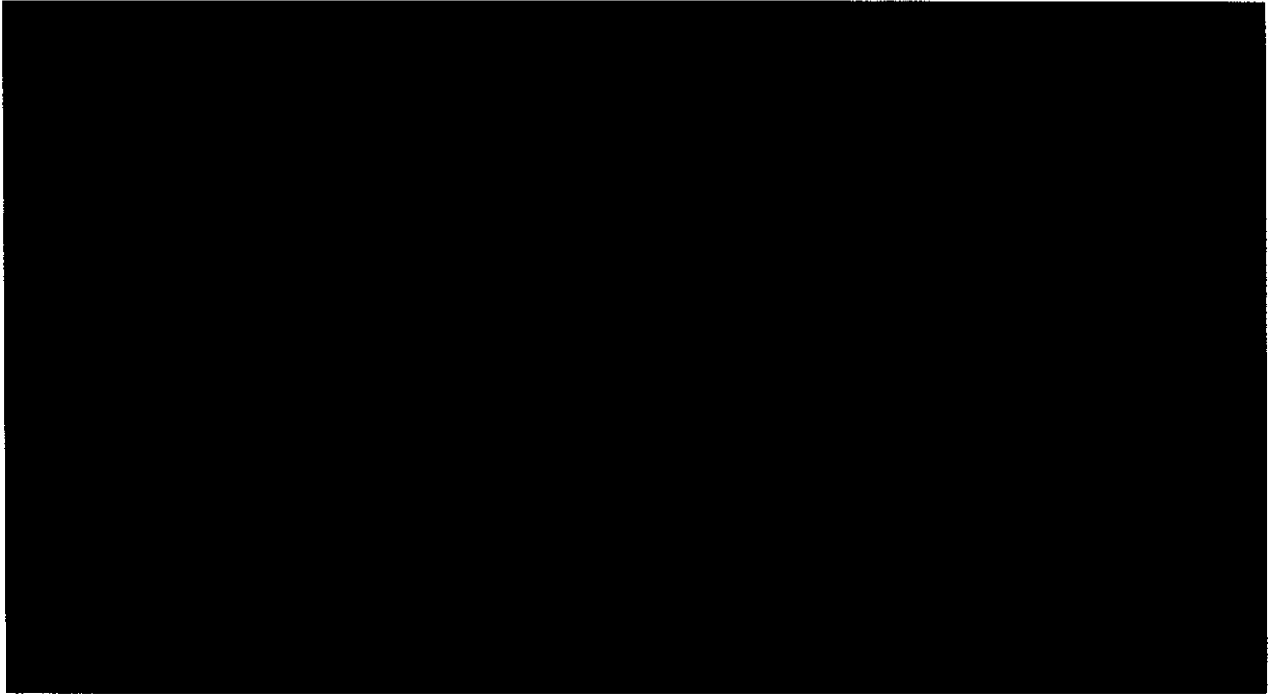


For purposes of this Agreement, the term "*Affiliate*" of an entity means a person (including an entity), directly or indirectly, controlling, controlled by or under common control with such entity, and the term "*Control*" means the ability to direct the management of the entity, through equity ownership or otherwise.

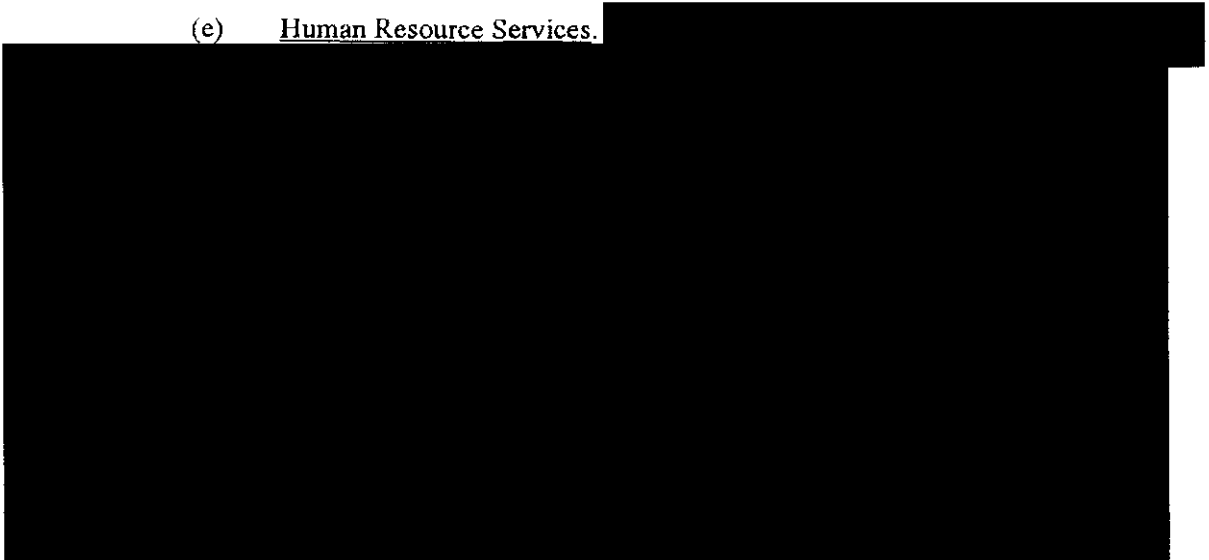
(b) Additional Overhead Services. Fox shall perform the services set forth in Parts (i) and (ii) of this Section 1(b) ("*Additional Overhead Services*") for the Transferred Subsidiary:



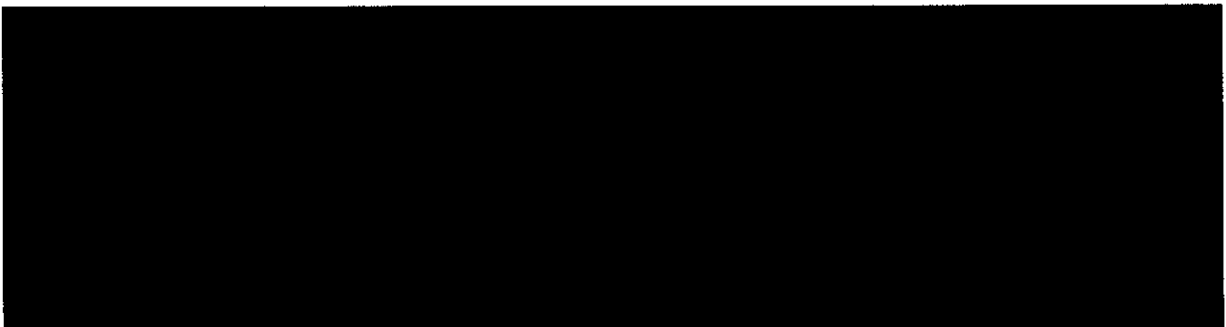
(c) Production Services. Fox shall perform the production services set forth in Parts (i) and (ii) of this Section 1(c) ("*Production Services*") for the Transferred Subsidiary:

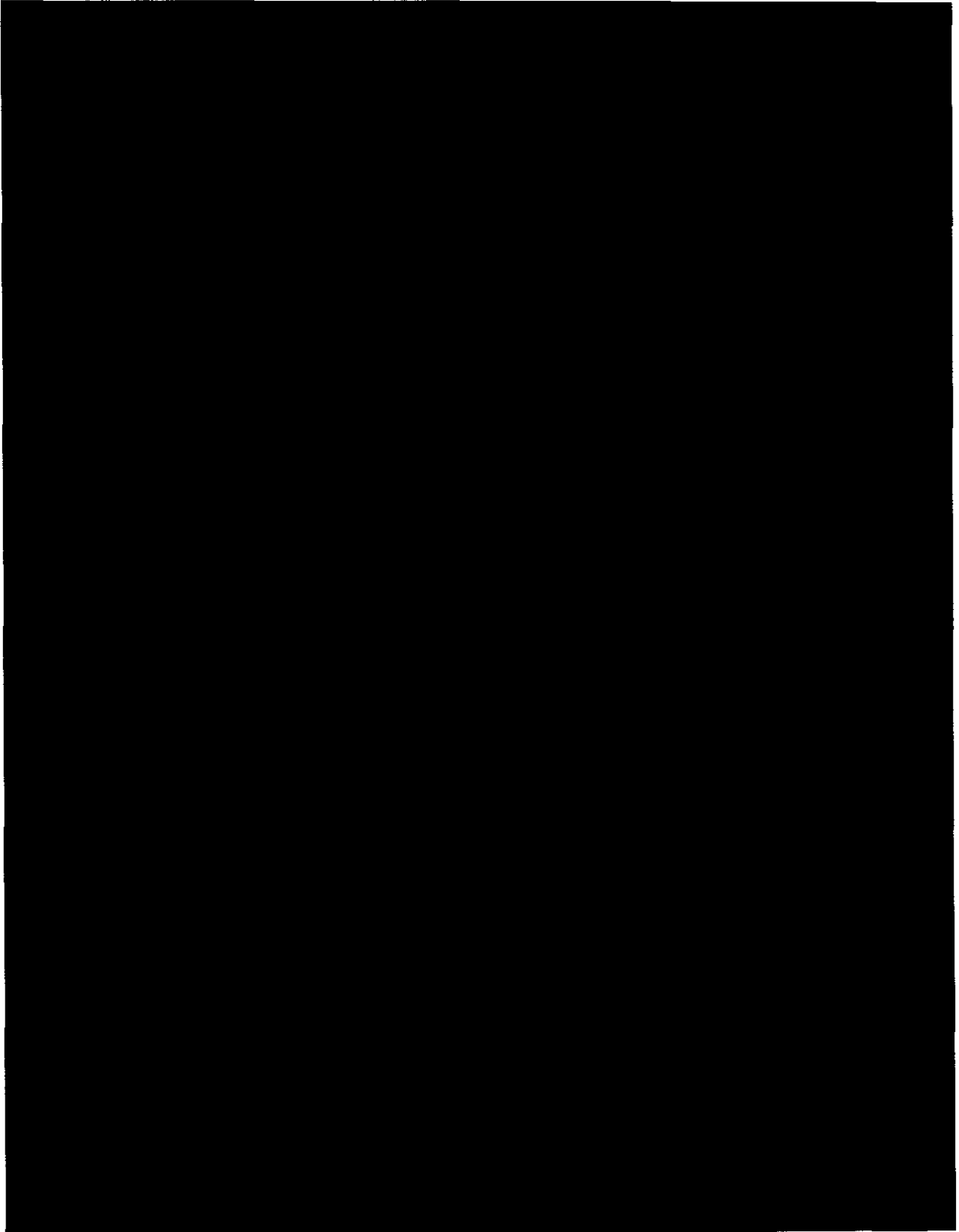


(e) Human Resource Services.



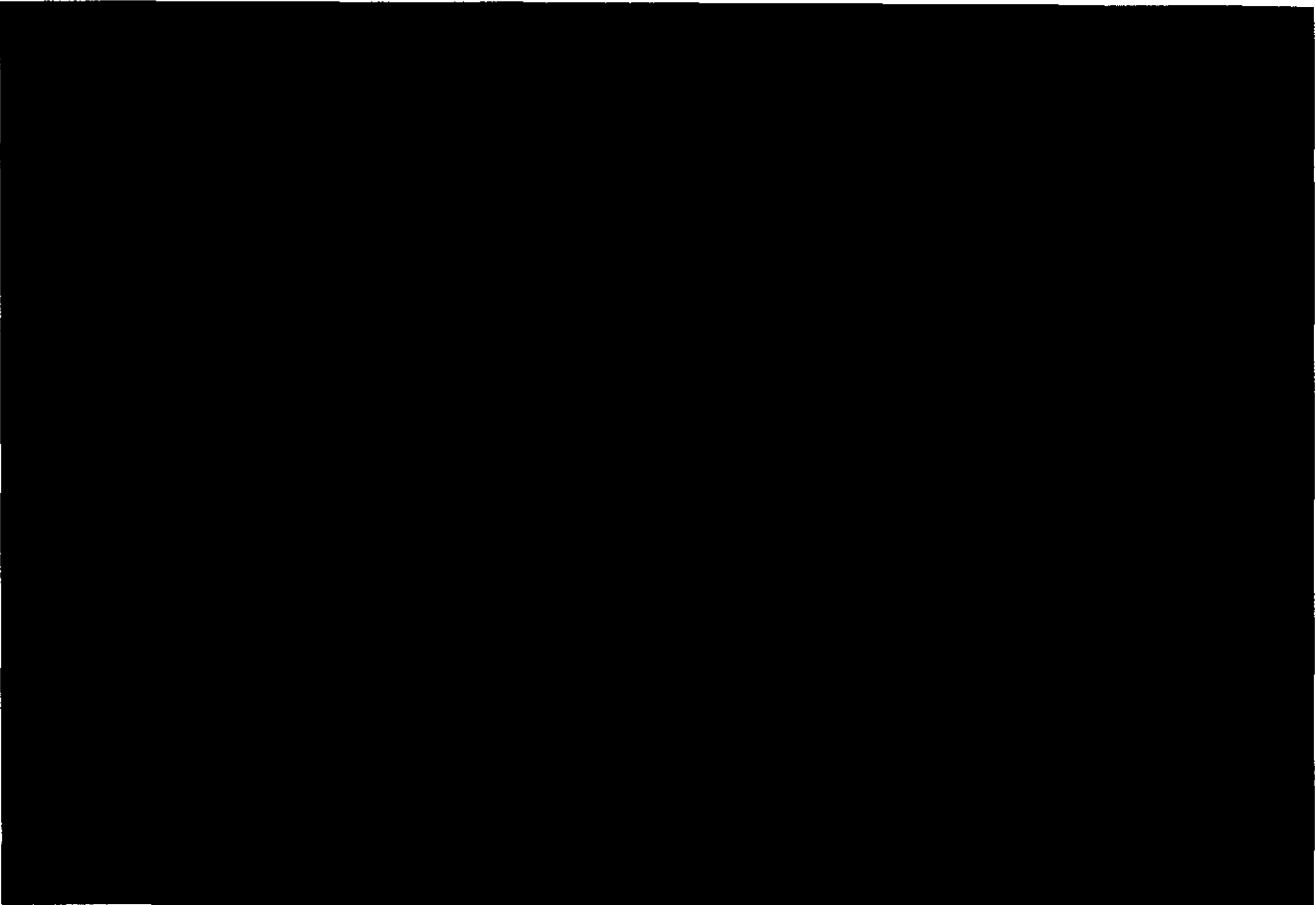
(f) Telecast Services.





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2. Term and Termination; Discontinuation of Services.

(a) Base Term; Extension Period. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect as follows, unless terminated earlier pursuant to Section 2(b), 2(c) or 2(d):

(i) with respect to

[Redacted]

(ii) with respect to

[Redacted]

(iii) with respect to

[Redacted]

(iv) with respect to

[Redacted]
and

(v)

[Redacted]

[REDACTED] This Agreement shall terminate automatically in the event that all of the Services are discontinued in accordance with Section 2(c) and/or 2(d).

(b) Termination by Agreement. This Agreement may be terminated by mutual agreement.

(c) Discontinuation of Services, Termination by Transferred Subsidiary. The Transferred Subsidiary may:

(i) discontinue its engagement of Fox with respect to any one or more Categories of Services [REDACTED]

(a "Discontinuation Notice"); or

(ii) terminate this Agreement [REDACTED] to the extent permitted by law, immediately and without any requirement of notice upon the occurrence of one or more of the following: (A) Fox becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due; (B) Fox is adjudicated insolvent or bankrupt; (C) Fox admits in writing its inability to pay its debts; (D) Fox shall suffer a custodian, receiver or trustee for it or substantially all of its property to be appointed and, if appointed with its consent, such custodian, receiver or trustee is not discharged within sixty (60) days; (E) Fox makes an assignment for the benefit of creditors; (F) Fox suffers proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed within sixty (60) days; (G) a proceeding under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by Fox; (H) any order for relief is entered related to any of the foregoing proceedings and not stayed or dismissed within sixty (60) days; (I) Fox shall call a meeting of its creditors with a view to arranging a composition or adjustment of its debts; or (J) Fox shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing; or

(iii) terminate this Agreement, [REDACTED] upon a breach of a material obligation owed by Fox to the Transferred Subsidiary, which breach has a material adverse effect on the operations of the Transferred Subsidiary and remains uncured [REDACTED] days after receipt by Fox of written notice detailing the specific causes of the alleged breach.

(d) Discontinuation of Services, Termination by Fox. As between Fox and the Transferred Subsidiary, Fox may:

(i) upon the Transferred Subsidiary's failure to pay any Service Fees (as defined in Section 3(a)) or any Advanced Funds (as defined in Section 3(d)) within [REDACTED] days after written notice that the amounts have not been paid when due and payable to Fox,

[REDACTED], discontinue Fox's provision to the Transferred Subsidiary of the applicable Category of Services hereunder;

(ii) [REDACTED]

(iii) [REDACTED]

(iv) terminate this Agreement [REDACTED] to the extent permitted by law, immediately and without any requirement of notice upon the occurrence of one or more of the following: (A) the Transferred Subsidiary becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due; (B) the Transferred Subsidiary is adjudicated insolvent or bankrupt; (C) the Transferred Subsidiary admits in writing its inability to pay its debts; (D) the Transferred Subsidiary shall suffer a custodian, receiver or trustee for it or substantially all of its respective property to be appointed and, if appointed with its consent, such custodian, receiver or trustee is not discharged within sixty (60) days; (E) the Transferred Subsidiary makes an assignment for the benefit of its creditors; (F) the Transferred Subsidiary suffers proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed within sixty (60) days; (G) a proceeding under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Transferred Subsidiary; (H) any order for relief is entered related to any of the foregoing proceedings and not stayed or dismissed within sixty (60) days; (I) the Transferred Subsidiary shall call a meeting of its respective creditors with a view to arranging a composition or adjustment of its debts; or (J) the Transferred Subsidiary shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

(e) Effects of Termination or Discontinuation. Upon termination of this Agreement, or upon the discontinuation of [REDACTED] Category of Services provided hereunder, Fox will cease to perform the applicable Services, and the Transferred Subsidiary shall pay to Fox all sums due to Fox for the Services performed through the effective date of termination. Any Service Fees that are calculated on a monthly basis shall be prorated for the period in which the Services are provided in the month of the effective date of termination. Termination of this Agreement in accordance with or pursuant to this Section 2 shall not affect the rights of Fox or the Transferred Subsidiary with respect to any claims or damages it may have suffered as a result of any breach of this Agreement by the other party, nor shall it affect the rights of Fox or the Transferred Subsidiary with respect to any liabilities or claims accruing, or based upon events occurring, prior to the date of termination.

3. Service Fees.

(a) Fees Payable. Schedule 3 hereto sets forth the fees payable by the Transferred Subsidiary for each of the Categories of Services (collectively, the "*Service Fees*"). The Transferred Subsidiary shall not be required to pay any Service Fees with respect to any Category of Services for any time period following the effective date of the discontinuation of such Category of Services in accordance with Section 2(c)(i), 2(d)(i), 2(d)(ii) or 2(d)(iii).

(b) Monthly Invoices. Fox shall present the Transferred Subsidiary with monthly invoices ("*Monthly Invoices*") detailing charges for the Services. [REDACTED] it provided to the Transferred Subsidiary during the preceding month. Each Monthly Invoice shall specify the billing period to which it relates and shall include (i) a brief description of the Services provided during the applicable period, and (ii) the total Service Fees due for the Services provided during such period. [REDACTED]

(c) Payment. The Transferred Subsidiary shall pay in full the [REDACTED] amount reflected as payable to Fox in each Monthly Invoice and Annual Invoice [REDACTED]. Without prejudice to the rights of Fox, in the event payment of any amount is not received by Fox on or prior to the applicable payment due date, such amount shall be subject to, following the expiration of a [REDACTED] grace period, [REDACTED] of the amount past due for the actual number of calendar days such payment is past due (including the date payment is actually made), until such payment is actually made.

(d) Advance of Funds.

(i) [REDACTED]
[REDACTED] To the extent the provision of any Service (including but not limited to Payroll Services) requires Fox to disburse funds on behalf of the Transferred Subsidiary or in respect of the Transferred Subsidiary, upon not fewer than ten (10) business days' prior notice by Fox ("*Funds Notice*"), the Transferred Subsidiary shall provide such funds to Fox, by electronic funds transfer to the account designated by Fox in writing, no later than [REDACTED] or the date that is [REDACTED] days after the date of the applicable Funds Notice, whichever is later.

(ii) [REDACTED]
[REDACTED]

[REDACTED]

(iii) In the event that Fox elects, in its sole discretion, to advance funds on behalf of the Transferred Subsidiary (an "*Advance*") [REDACTED] the Transferred Subsidiary shall reimburse Fox for such funds (the "*Advanced Funds*") as soon as practicable following notice from Fox of the Advance [REDACTED] as applicable. If the Transferred Subsidiary does not reimburse Fox for the Advanced Funds within [REDACTED] days after such notice, then without prejudice to the rights of Fox, the amount of the Advanced Funds shall be subject to a late reimbursement charge equal to [REDACTED] per month (or the maximum rate permitted by applicable law, if lower) based on a thirty (30)-day month, of the amount of the Advanced Funds for the actual number of calendar days that the Advanced Funds are outstanding (including the date of the Advance or the applicable payroll date), until such reimbursement is actually made.

4. **Limitations on Liability; No Warranties.**

(a) **Losses.** Fox shall not, nor shall its employees, Affiliates, representatives or agents, be liable to the Transferred Subsidiary for any claims, liabilities, actions, suits, judgments, fines, losses, injuries, damages, costs or expenses (collectively "*Losses*") arising out of or connected to the provision of Services under this Agreement, other than any Losses caused by the negligence or willful misconduct of Fox in connection with the provision of the Services under this Agreement. The Transferred Subsidiary hereby waives all rights to recover against Fox for any Losses to its tangible personal property (whether owned or leased) from any cause which is covered by insurance maintained by the Transferred Subsidiary, including respective deductibles or self-insured retentions. The Transferred Subsidiary agrees to maintain insurance in respect of such tangible personal property, in such amounts, with such deductibles and against such risks and losses that it deems reasonably necessary or appropriate.

(b) **No Warranties.** Fox does not make any representations or warranties, express or implied, regarding the merchantability, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use of any materials, deliverables or services provided under this agreement. Fox does not guarantee that any work product or deliverable hereunder will be error free; *provided however*, Fox will use commercially reasonable standards to provide such work product or deliverables.

(c) [REDACTED]

5. Indemnification.

(a) Agreement to Indemnify. The Transferred Subsidiary shall indemnify and hold harmless Fox and its employees, Affiliates, representatives and agents from and against any and all Losses to or of third parties arising out of or connected with the provision of the Services, other than any Losses caused by [REDACTED] of Fox in connection with the provision of the Services. Fox shall indemnify and hold harmless the Transferred Subsidiary from and against any and all Losses to or of third parties arising out of or connected with the provision of the Services, to the extent that such Losses arise from or are caused by [REDACTED] of Fox. At all times during the Term pursuant to Section 2 of this Agreement, Fox shall possess all permits, licenses, and other governmental authorizations necessary to provide, in all material respects, the Services then being provided to the Transferred Subsidiary hereunder.

(b) Procedures. Any party seeking indemnification under this Section 5 (an "Indemnified Party") shall give the party from whom indemnification is being sought (an "Indemnifying Party") notice of any facts or circumstances that the Indemnified Party has determined have given (or are reasonably expected to give) rise to a right of indemnification under this Agreement, within sixty (60) days of such determination, stating the amount of the Loss, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises. The obligations and liabilities of an Indemnifying Party under this Section 5 with respect to Losses arising from claims of any third party which are subject to the indemnification provided for in this Section 5 ("*Third Party Claims*") shall be governed by and contingent upon the following additional terms and conditions: if an Indemnified Party shall receive notice of any Third Party Claim, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim within twenty (20) days of the receipt by the Indemnified Party of such notice; *provided, however*, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Section 5 except to the extent the Indemnifying Party is materially prejudiced by such failure. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within twenty (20) business days of the receipt of such notice from the Indemnified Party; *provided, however*, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the reasonable judgment

of the Indemnified Party for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel, at the expense of the Indemnifying Party, *provided* that in any case the Indemnifying Party shall not be obligated to pay the expenses of more than one separate counsel for all Indemnified Parties taken together. In the event the Indemnifying Party exercises the right to undertake any such defense against any such Third Party Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, all such witnesses, records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party. If the Indemnifying Party shall fail to defend after a reasonable time following notice of such Third Party Claim, or if, after commencing or undertaking any such defense, the Indemnifying Party fails to prosecute or withdraws from such defense, the Indemnified Party shall have the right to undertake the defense or settlement thereof and the Indemnifying Party shall be obligated to pay the reasonable fees, costs and expenses of one firm of counsel chosen by the Indemnified Party to defend or settle any Third Party Claim that is the subject thereof. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, (i) settle or compromise any Third Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnified Party of a written release from all liability in respect of such Third Party Claim or (ii) settle or compromise any Third Party Claim in any manner that may adversely affect the Indemnified Party other than as a result of money damages or other monetary payments that are paid by the Indemnifying Party. No Third Party Claim which is being defended in good faith by the Indemnifying Party in accordance with the terms of this Agreement shall be settled by the Indemnified Party without the prior written consent of the Indemnifying Party.

6. **Force Majeure.** Each of the parties hereto, their employees, Affiliates, representatives and agents shall not be liable for any damages or delay or be deemed to be in breach or default of this Agreement (except in respect of payment liabilities (a) already accrued or (b) unrelated to the obligations affected by events described in this Section 6), if and to the extent that any of the following events beyond the party's reasonable control hinder, limit or make impracticable the performance of any of its obligations under this Agreement: war, riot, fire, explosion, terrorism, flood, earthquake, electrical power outage, sabotage, compliance with governmental laws, regulations, orders or actions, in each case imposed after the date of this Agreement, national defense requirements, labor strike, lockout or injunction [REDACTED] or other event beyond the reasonable control of the parties, their employees, Affiliates, representatives and agents. Any of the parties, its employees, representatives or agents thus hindered shall promptly give the other parties hereto notice thereof and use commercially reasonable efforts to identify the impediment and remove or otherwise address the impediment to action as soon as possible, or if practical, implement an alternative method for the continued provision of any affected Service. If the provision of any Services is suspended pursuant to this Section 6, then the

obligations of the Transferred Subsidiary hereunder with respect to such suspended Services shall likewise be suspended.

7. **Miscellaneous.**

(a) **Amendment.** This Agreement may be amended only by an instrument in writing executed by both Fox and the Transferred Subsidiary.

(b) **Independent Contractor Status.** Fox shall serve as an independent contractor in rendering the Services, and its employees shall not be deemed to be employees of the Transferred Subsidiary. No party shall take any action, nor omit to take any action, which would create the appearance, or lead a reasonable person to believe, that Fox or any of its employees has any relationship to the Transferred Subsidiary, other than that of an agent to its principal. Neither the Transferred Subsidiary, nor Fox, on the other hand, is authorized to undertake or assume any obligation of any kind, express or implied, or make any warranty, representation, commitment, guarantee or agreement on behalf of the other or assume or incur any liability or indebtedness on the other's behalf or bind the other under any obligations whatsoever. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or joint venture between or among any of the parties.

(c) **Notices.** All notices, demands, and requests required or permitted to be given under this Agreement shall be in writing and will be deemed to have been duly given (i) upon delivery, when delivered in person or sent by facsimile or (ii) one business day after having been sent by a internationally recognized overnight courier service to the appropriate party and addressed as follows:

If to RSN

with a copy (which shall not constitute notice) to:

If to Fox:

Fox Sports Net, Inc.
10201 West Pico Boulevard, Bldg. 103
Fourth Floor
Los Angeles, CA 90064
Attention: Robert L. Thompson, President
Fax No.: (310) 969-0517

with a copy (which shall not constitute notice) to:

Fox Cable Networks, Inc.
10201 West Pico Boulevard, Bldg. 103
Los Angeles, CA 90064
Attention: Business and Legal Affairs,
General Counsel
Facsimile: 310-969-5678

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 7(c).

(d) Access. During the Term [REDACTED]

[REDACTED] Fox will give the Transferred Subsidiary and its representatives, at the Transferred Subsidiary's expense, reasonable access during regular business hours, upon not fewer than [REDACTED] prior written notice and in such a manner as to avoid any disruption in the business of Fox and to maintain any applicable confidentiality of such materials, to the books and records regarding the Transferred Subsidiary in Fox's possession. The Transferred Subsidiary and its representatives shall be permitted to examine such records and make copies thereof to the extent reasonably requested by the Transferred Subsidiary, as is reasonably necessary for financial reporting and accounting matters, the preparation of any filing of any returns, reports or forms or for the defense of any claim or assessment, all subject to Fox's superseding right to maintain the confidentiality of such material with the same level of care and in accordance with the same procedures Fox uses with respect to its own materials. For the avoidance of doubt, it is acknowledged and agreed by the parties that all books and records of the Transferred Subsidiary are the exclusive property of the Transferred Subsidiary. Fox shall deliver, at the Transferred Subsidiary's expense, all such books and records to the Transferred Subsidiary upon the termination of this Agreement in respect of the Transferred Subsidiary.

(e) Confidentiality. Fox and the Transferred Subsidiary shall hold, and shall use commercially reasonable efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors, agents and actual or prospective lenders, investors or purchasers to hold, in confidence all confidential information and documents obtained from the other in connection with the provision of the Services, provided that, any and all such persons and entities to whom any such disclosure is made agree to be bound by the provisions of this Section, and, with respect to prospective investors and purchasers, further agree not to use such disclosure for other business purposes or in other business segments. The foregoing obligations shall apply unless disclosure is compelled by judicial or administrative process or by other requirements of law. Information and documents of one party (the "**Disclosing Party**") shall not be deemed to be confidential for purposes of this Section 7(e) to the extent such information or document (i) is previously known to or in the possession of the other party (the "**Receiving Party**") and is not otherwise subject to a requirement to keep confidential, (ii) becomes publicly available by means other than unauthorized disclosure under this Agreement by the Receiving Party or (iii) is received from a third party without, to the knowledge of the Receiving Party after reasonable diligence, a duty of confidentiality owed to the Disclosing Party.

(f) Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Neither Fox nor the Transferred Subsidiary may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld; *provided, however*, that no such consent shall be required in the event of (i) a merger, acquisition or other business combination in respect of such party, (ii) assignment to an entity under common control with, controlled by or controlling such party or (iii) a sale of all or substantially all of the assets of such party.

(g) No Waiver. Any failure of any party to comply with any obligation, covenant, agreement or condition contained herein may be waived only if set forth in an instrument in writing signed by the party to be bound by such waiver, but such waiver or any failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any other failure.

(h) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof (other than Section 5-1401 of the New York General Obligations Law).

(i) Intellectual Property. Each party hereto acknowledges that any proprietary rights owned, licensed or otherwise held by any other party hereto (including all deliverables developed or delivered by Fox and its Affiliates for use under this Agreement, innovations in system delivery, outlines of reports developed by Fox and its Affiliates, trade secrets, customer information, methodologies, processes, technologies, development tools or forms used in performing under this Agreement which are based on trade secrets or proprietary information of such party) whether registered or not, and the goodwill associated therewith, are valuable properties belonging to such party, and all rights thereto are and shall remain the sole and exclusive property of such other party, except as may be granted pursuant to the express written consent of such other party. All third party vendor software will be and remain the property of the applicable third party vendor(s), subject to licenses and conveyances entered into prior to the effective date hereof. The provisions of this Section 7(i) will survive the expiration or termination of this Agreement for any reason.

(j) No Rights of Setoff. All payments to be made by the Transferred Subsidiary hereunder, including Service Fees and Advanced Funds, shall be made without any right of setoff, counterclaim or any other deduction, and such payments shall be made by the Transferred Subsidiary in full without any reduction for any amounts owed or claimed to be owed by Fox or any of its Affiliates to the Transferred Subsidiary.

(k) Headings. The headings of this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

(l) Entire Agreement. This Agreement, inclusive of Schedule 3, represents the entire understanding and agreement between Fox and the Transferred Subsidiary with respect to the specific subject matter hereof. This Agreement supersedes all prior negotiations and agreements between the parties with respect to the subject matter hereof.

(m) Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(n) Attorneys' Fees. If any legal action, including, without limitation, arbitration, should arise among the parties hereto under this Agreement, the prevailing party in such action will be reimbursed for all reasonable expenses incurred in connection with such action, including reasonable attorneys' and professional fees.

(o) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original but which, when taken together, shall constitute one and the same instrument.

(p) Service Representatives. The Transferred Subsidiary and Fox each shall designate an individual (each, a "***Service Representative***") who is familiar with the Transferred Subsidiary's business and who will be, respectively, the Transferred Subsidiary's and Fox's primary point of contact in dealing with the other party under this Agreement and who will have the authority and power to make decisions with respect to actions to be taken by such party under this Agreement. The Transferred Subsidiary and Fox may change its Service Representative by giving written notice to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Transitional Services Agreement as of the Effective Date.

NETWORK

By: _____
Name: _____
Title: _____

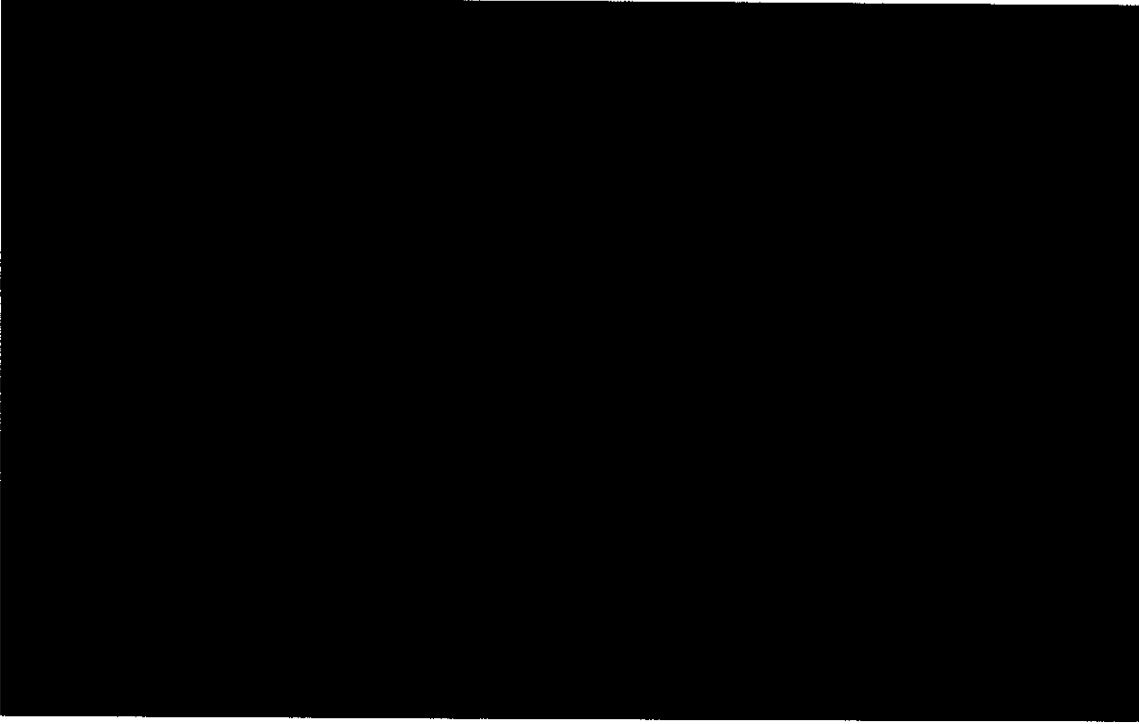
Fox Sports Net, Inc.

By: _____
Name: _____
Title: _____


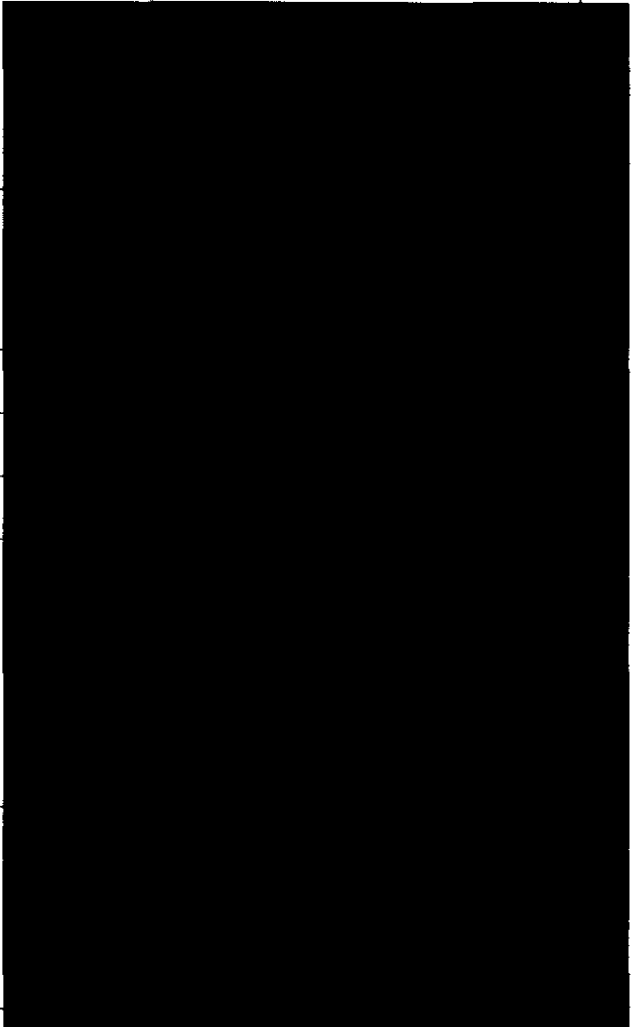


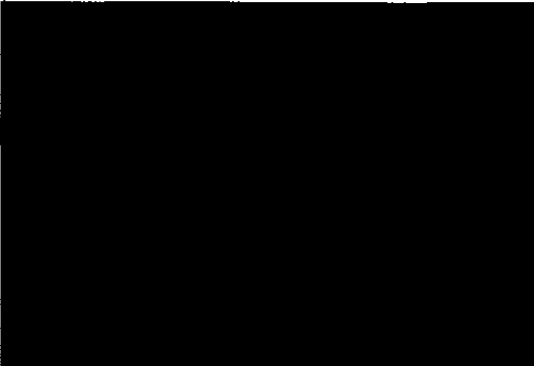
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SCHEDULE 1(f)(ii)



SCHEDULE 3
SERVICE FEES

Category of Services	Service Fees
Basic Services: 	
Additional Overhead Services: 	
Production Services 	
Payroll Services 	

*** Slip Sheet ***
